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gested, whether the case is within the rule that where the insured premises are used for an unlawful purpose, an insurance contract covering them is void as against public policy. *Johnson v. Union, etc., Ins. Co.*, 127 Mass. 555. This rule is frequently applied where liquor is illegally sold on the insured premises, on the ground that the insurance encourages violations of the law. *Kelly v. Worcester Mut. Fire Ins. Co.*, 97 Mass. 284. In Michigan, Iowa, and Kansas, however, the rule is rejected on the ground that the insurance is too remotely connected with the illegal transactions. *De Graff v. Niagara Fire Ins. Co.*, 12 Mich. 124. In the present case it seems clear that maintaining the nuisance was too remote a consideration to avoid the contract within the rule. See *Loehner v. Home Mut. Ins. Co.*, 17 Mo. 247. But it is submitted that the proper indemnity for the loss would have been the actual value of the building as about to be torn down. See *Huckins v. People's Mut. Fire Ins. Co.*, 31 N. H. 238.

INTERSTATE COMMERCE — CONTROL BY STATES — PEDDLERS SUBJECT TO STATE LICENSE TAX. — The defendant was the agent of a foreign corporation which sold portraits on advance orders. The contract specified that a buyer was to have the privilege of purchasing a suitable frame at a low price at the time of the delivery of the portrait. The defendant was indicted for selling picture-frames without the license required by statute of peddlers. It was conceded that he could not be punished for delivering the pictures. *Held*, that the sale of the frames was intrastate commerce and the conviction proper. *Dozier v. State*, 46 So. 9 (Ala.).

If the business of selling frames had been carried on by a separate person who accompanied the picture-seller, the occupation would clearly be that of a peddler. As such it would be subject to state control. The courts avoid a conflict between the Commerce Clause and the state police power by saying that the frames have become part of the general property of the seller in the state and that no part of the sale itself involves an interstate transaction. *Emert v. Missouri*, 156 U. S. 296. And when the two occupations are carried on by the same man, the direct sales may properly be regulated. *Kehrer v. Stewart*, 197 U. S. 60. Upon the business of taking or filling orders it is settled that a license cannot be imposed. *Brennan v. Titusville*, 153 U. S. 289. The decisions opposed to the present case rest on the ground that selling frames is a mere incident to delivering the pictures. *Chicago Portrait Co. v. Macon*, 147 Fed. 967. But it is believed that the transactions are separable and that this part at least calls for police regulation. And though the authority on the direct question involved is divided, the present case has respectable support. *Staté v. Montgomery*, 92 Me. 433.

LIMITATION OF ACTIONS — ACCRUAL OF RIGHT — CONVEYANCE BEFORE MARRIAGE IN FRAUD OF DOWER. — Two days before his marriage, and without the knowledge of his prospective bride, one W. gratuitously conveyed lands to the defendants. *Held*, that it is against public policy to compel a wife, on peril of the bar of the statute of limitations, to institute an action in which her husband will be a defendant, and therefore the statute does not begin to run against the right of the wife until the death of the husband. *Wallace v. Wallace*, 114 N. W. 913 (Ia.).

The right of a husband to have set aside fraudulent antenuptial conveyances made by his wife was early established. See *Countess of Strathmore v. Bowes*, 1 Ves. Jr. 22. It appears to be settled in America that the wife has a similar right to attack antenuptial conveyances by the husband in so far as such transfers operate to deprive her of that inchoate dower interest which otherwise would have accrued to her upon marriage. *Chandler v. Hollingsworth*, 3 Del. Ch. 99; *Arnegard v. Arnegard*, 7 N. Dak. 475. It is evident, however, that the wife has only an equitable right to have a dower interest secured to her by one who holds a perfect legal title. Since such an equitable interest is always subject to extinction by a transfer of the legal title to a *bona fide* purchaser, the wife will not be adequately protected unless there be conceded to her a right to prosecute the claim at any time after marriage. *Babcock v. Babcock*, 53 How.